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THIS DOES NOT  
CIRCULATE

TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY


R E S O L U T I O N

# 79-99

WHEREAS, the attached <sup>*Cumberland*</sup> agreement accurately reflects the understanding of the Hopewell Township Committee and the Hopewell Township Superior Officer's Association concerning the terms and conditions of employment from January 1, 1980 until midnight, December 31, 1981.

NOW, THEREFORE, BE IT RESOLVED that the Hopewell Township Committee does adopt the attached agreement.

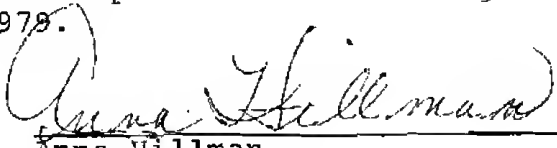
DATE  
ADOPTED: December 17, 1979

  
\_\_\_\_\_  
RICHARD G. VAN NOY, MAYOR

ATTEST:

  
\_\_\_\_\_  
ANNA HILLMAN, CLERK

I, Anna Hillman, Clerk of the Township of Hopewell, County of Mercer, do hereby certify the foregoing resolution was adopted by the Hopewell Township Committee at a regular meeting on December 17, 1979.

  
\_\_\_\_\_  
Anna Hillman  
Township Clerk

RECEIVED  
JAN 10 1980  
MERCER COUNTY  
CLERK'S OFFICE  
MERCER UNIVERSITY

HOPEWELL TOWNSHIP AND  
HOPEWELL TOWNSHIP POLICE SUPERIOR OFFICERS  
A G R E E M E N T

This Agreement dated the 1st day of January 1, 1980 by and between Hopewell Township, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer" or the "Township", and the Hopewell Township Police Superior Officers' Association, hereinafter referred to as the "Association".

ARTICLE ONE

INTERPRETATION AND RECOGNITION

A. Interpretation

It is the intention of the parties that this Agreement be construed with the P.E.R.C. Act as amended, the Statutes of the State of New Jersey, the Ordinances of Hopewell Township, and consistent herewith, Rules and Regulations of the Police Department.

B. Recognition of Bargaining Unit

1. The "Township" hereby recognizes the Hopewell Township Police Superior Officers' Association as the sole and exclusive negotiating agent and representative of all employees in the bargaining unit as defined immediately below, for the purposes of collective bargaining, and on all terms and conditions of employment and grievances.

2. The bargaining Unit, as discussed immediately above, shall consist of all full-time Sergeants, now employed or hereafter employed, excluding the Chief of Police, Patrolmen, Lieutenant, Dispatchers, School Crossing Guards, and Special Officers of the Department.

C. Binding Agreement

This Agreement shall cover wages and such other conditions of employment as set forth herein and shall be binding upon the parties hereto, and their successors, as permitted by law.

ARTICLE TWO

DURATION OF AGREEMENT

A. Duration of Agreement

This Agreement shall be in full force and effective from January 1, 1980, until midnight, December 31, 1981.

B. Modification and Successor Agreements

The parties agree that negotiations for a successor agreement, modifying, amending, or altering the terms or provisions of this Agreement shall commence on or about September 1, 1981. In the event that no successor agreement is completed, ratified and executed before December 31, 1981, the present agreement will continue in full force until said successor agreement has been ratified and executed.

C. Agreement to be Retro-Active

The parties agree that all terms and conditions agreed to will be retro-active to January 1, 1980, from the date of the signing of this Agreement.

ARTICLE THREE

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, through and by the Chief of Police, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees within the Police Department;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R. S. 40 and 40A or any other national, state, county or local laws or ordinances.

ARTICLE FOUR

COLLECTIVE BARGAINING PROCEDURE

A. Recognition of Collective Bargaining and Designated Parties

Collective bargaining with respect to the rights and duties of the "Township" and "Employees", the resolution of legitimate grievances, rates of pay, hours of work, and other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties in accordance with the provisions of P.E.R.C. Act, as amended. Unless otherwise designated, the Mayor of the "Township" or his designee or designees and the President and/or his designee or designees of the "Association" shall be the respective bargaining agents for the parties.

B. Scheduling of Collective Bargaining Meetings

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

## ARTICLE FIVE

### NON-DISCRIMINATION

The "Township" and the "Association" both recognize that there shall be no discrimination by reason of sex, creed, racial origin or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as a continuation of employment. The "Township" further agrees that it will not interfere or discriminate against any employee because of membership in or legitimate activity on behalf of the "Association" nor will the "Township" encourage membership in any other association or union or do anything to interfere with the exclusive representation of the "Association" in the appropriate bargaining unit.

## ARTICLE SIX

### STRIKES

The "Association" assures and pledges to the "Township" that its goals and purposes are such as to condone no strikes by the "Association" nor work stoppages, slowdowns, or any other such method that would interfere with service to the public or violate the laws of the State of New Jersey; and furthermore, the "Association" will not initiate such activities nor advocate or encourage members of the unit to initiate same.

## ARTICLE SEVEN

### SICK LEAVE

#### A. Accumulative

As of January 1, 1980, each full-time employee may accumulate sick leave at the rate of eleven (11) days per year. All employees shall have their accumulated sick leave reduced by one day for each working day of approved absence due to illness. Sick leave shall begin to accrue as of the date an employee enters the service of the Township.

1. Sick leave may be accumulated if not used during the year accrued. All sick days earned prior to promotion to the rank of sergeant shall be included. Sick leave will not be allowed for any day on which an employee would not have regularly worked.

2. Sick leave may be taken in excess of the amount then accumulated, but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent on the employee's previous sick leave record and must be approved by the Chief of Police and the Administrator.

#### B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days on or about February 1st each year.

#### C. Certificate of Inability to Work

A certificate of inability to work by reason of illness by a licensed Doctor of Medicine, Osteopath, examination by the Township Doctor and such other evidence of inability to work as the Chief of Police shall deem necessary may be required as evidence of illness before compensation for the period of illness is allowed.

1. When an employee has been absent for five (5) consecutive working days or longer because of illness, he shall be required to report to the Township Doctor before returning to work. The Township Doctor will make a report of the illness and determine if the employee is medically fit to return to work. The Police Chief will not authorize an employee's return without authorization of the Township Doctor which shall be made on the proper form.

2. An employee who is taken ill on authorized annual leave may report the circumstances by phone or wire, and upon presenting a doctor's certificate, may be allowed to charge to sick leave the time lost by reason of illness while on annual leave.

#### D. Sick Leave Incentive

As an incentive to use sick leave for its intended purpose, and to increase productivity, and reward employees with excellent attendance records, the following policy will apply:

1. A record will be kept of total eligible sick leave accumulation in Hopewell Township employment for each employee, including personal days annually turned over to sick leave.

2. A cumulative record of used sick leave will also be kept for each employee. Once a year an audit will be made of total accumulation and usage and reported to each employee.

3. Upon retirement an employee will receive payment for 25% of the total eligible sick leave accumulation or \$2,000. whichever is less. No payment will be made for days that have been used.

4. This benefit will be available only to employees eligible to retire with benefits, or the employee's beneficiary, under the provisions of the Public Employees Retirement System.

Example:

<u>Assumption</u>	<u>Calculation</u>
For an employee who has 25 years of service and has not taken an average of one personal day each year, but has used an average 2 days of sick leave annually	25 years of service @ 11 days = 275 days Assume 1 personal day per year is rolled over to sick time = 25 days Total Eligible Days 300 days X .25 75 days Days taken during career - 50 days Payment upon retirement at daily rate upon retirement X \$50. 25 days Retirement Sick Leave Bonus \$1250.

### ARTICLE EIGHT

#### SPECIAL LEAVE

##### A. Types of Leave

As of January 1, 1980, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay unless otherwise noted.

1. Death and Serious Illness - Up to three (3) days at any one time due to death or serious illness of an employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, and any other member of the immediate household.

2. Good Cause - Other leaves of absence with pay or without pay may be granted by the "Township" for good reason and such leave of absence shall not be unreasonably or arbitrarily denied.

3. Injury Time - Each full-time, regular, permanent employee and each probationary employee occupying a full-time, permanent position who is unable to work as a result of any injury arising out of and in the course of his employment with the Township shall receive injury time benefits for resultant time lost during a period not to exceed twelve (12) months following the date of injury.

An employee entitled to injury time benefits shall receive them on the same semi-monthly or bi-weekly basis as he normally receives salary. Such benefits shall be computed on the basis of his recent salary.

When an employee has been unable to work for such time as to be entitled to weekly Workmen's Compensation benefits, the Township shall be entitled to take credit for a refund of injury benefits so paid in an amount equal to weekly Workmen's Compensation benefits payable for said disability. It is intended hereby that no employee shall receive more in injury time and Workmen's Compensation benefits than he would normally receive if working.

An employee who is eligible for injury time benefits and who becomes disabled or continues to be disabled after twelve (12) months from the date of an injury arising out of and in the course of his employment may use 1/2 day of accumulated sick leave for each day of absence to supplement Workmen's Compensation benefits in an amount equal to full injury time benefits. Sick leave and annual leave shall continue to accrue while an employee is receiving injury time and sick time benefits as herein provided and shall cease to accrue while an employee is receiving Workmen's Compensation benefits only. If and when employee or employees are fit to return to duty in a "light duty" status they will do so. At such time "injury time" provisions will no longer be applicable.

B. In Addition to Leave

Leaves taken pursuant to Sections A1, 2, and 3 above shall be in addition to any leave that the employee is entitled to.

ARTICLE NINE

INSURANCE PROTECTION

As of the date of the execution of this Agreement by the parties, the "Township" shall provide the health care and life insurance protection designated below. The "Township" shall pay the full premium for each full-time employee, and where appropriate, for family-plan insurance coverage. The carrier will be Crown Life Insurance Company.

A. Hospitalization Basic Benefits

\$ 100.00	Daily Room and Board
120	Days maximum
1600.00	Hospital Extra
200.00	Intensive Care
1600.00	Surgical

\$ 10.00	Daily Medical Maximum
100.00	Laboratory and X-Ray
300.00	Supplemental Accident
1600.00	Radiation Therapy
750.00	Maternity Benefits

B. Major Medical Basic Benefits

\$1,000,000.00	per cause
100.00	Room and Board, semi-private
+10.00	If private room
80%-20%	Co-insurance to \$2,500.
100%	Thereafter
100.00	All cause deductible

C. Life Insurance and Accidental Death and Dismemberment Insurance

coverage will be provided in a policy at 1-1/2 times an annual salary of the employee.

D. Copies of Brochures

explaining the insurance benefits will be provided by the "Township" to each employee.

ARTICLE TEN

POLICE VEHICLE EQUIPMENT

As of the signing of this Agreement, all Police Vehicles shall be equipped with air conditioning and A.M. radio.

It is agreed that all other equipment provided is the prerogative of the "Township".

ARTICLE ELEVEN

GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance shall be defined as an alleged violation or a dispute by an employee group, employer, employee, the "Association" or by the "Township" concerning the application, meaning or interpretation of any provision of this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, and as quickly as possible, an equitable solution to the problems which may arise from time to time which affect the employee so as to insure efficiency and promote employee morale. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Limitation

No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

D. Period for Filing Grievance

All grievances shall be filed within fifteen (15) days when the employee or employer has knowledge of the occurrence or should have knowledge of the occurrence.

E. Procedure

Level 1. Chief of Police

The employee or "Officers" shall file the grievance with the Chief of Police, or his designated representative, within the time period specified, in writing. The Chief, or his designated representative, will respond within five (5) days of receipt of the grievance.

Level 2. Administrator

In the event that the parties are unable to resolve the grievance at Level 1, either party may, within five (5) days after the hearing by the Chief of Police at Level 1, refer the grievance to the Administrator for resolution.

Level 3. Township Committee

In the event the grievance is not resolved at Level 2, or if no decision has been rendered within ten (10) working days of the Administrator, after the grievance was delivered to the Administrator, either party, within five (5) working days after a decision by the Administrator or fifteen (15) working days after the grievance was delivered to the Administrator, whichever is sooner, may request in writing that said grievance shall be referred to the Township Committee for resolution.

Level 4. Arbitration

In the event the grievance is not resolved at Level 3, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Township Committee, either party may request in writing that said grievance shall be referred for impartial binding arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the employee. If the "Township" and the employee cannot mutually arrive at a satisfactory arbitrator within twenty (20) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator.

The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Public Employment Relations Commission of the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be borne equally by the "Township" and the "Association". Any steward or officer of the "Association" required in any of the above grievance procedures to settle disputes on any arbitration, shall be released from work without loss of pay for such purpose and any witness without loss of pay for the purpose of disposing of any grievance or arbitration matter in official process or hearing relating to the grievance. In the event P.E.R.C. is not able to provide the required service, the American Arbitration Association will be used.

Extensions and Modifications

Time extensions may be mutually agreed to by the "Township" and the "Association".



### Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and designated or selected representatives heretofore referred to in this Article.

A permanent record shall be kept in all proceedings in a manner that is agreeable to both parties. All cost shall be borne equally by the "Township" and the "Association".

## ARTICLE TWELVE

### ANNUAL LEAVE

#### A. Accumulation

Regular full-time employees shall accumulate annual leave as follows:

Less than ten (10) years' service.....	23 work days per year
Ten (10) years, one (1) day through nineteen (19) years, 364 days, service.....	28 work days per year
Twenty and over (20) years' service.....	33 work days per year

Annual leave will be accrued on a monthly basis.

#### B. Maximum Accumulation

Maximum annual leave accumulation will be limited to that which accrues to an employee in two years.

#### C. Scheduling of Leave

It is hereby recognized that the scheduling of annual leave periods is management prerogative. In accordance with such recognition, annual leave periods shall be taken in workweek blocks (as much as that is possible) and approved by the Chief of Police in accordance with his decision to maintain efficiency and smooth operation of the department. Nevertheless, individual exceptions may be made to such "block" vacation periods upon the application to and approval by the Chief of Police.

#### D. Holidays

Any additional day allowed to other employees as "holidays" shall be credited as annual leave to Police Department.

#### E. Compensation at Termination or Death

Employees who terminate service, for any reason, will be paid accumulated annual leave benefits in the last pay check to be received by the employee.

If an employee should die without utilizing the annual leave benefits to which he would have been fully entitled, his beneficiary shall receive the annual leave pay amounts representing such unused benefits.

## ARTICLE THIRTEEN

### SALARIES

As of the effective date of this Agreement employees covered by the agreement will be remunerated in accordance with the Police Pay Plan which sets forth a range for various pay grades for exempt employees.

Sergeants will be compensated within the range of Pay Grade 3.

	<u>Minimum</u>	<u>Maximum</u>
Grade 3.....	\$15,330.	\$21,900.

All individuals filling positions titled Sergeant shall be compensated in accordance with the Merit Pay Plan and Personnel Performance Evaluation policy of the Township. The maximum of the above pay grade will be maintained 20% above the maximum for patrolman, and will have retroactive effect to January 1, 1981 upon establishment of any new patrolman maximum.

A new Sergeant, upon promotion, shall receive not less than \$1,000.00 above his salary increment as a patrolman at the time of his promotion, but will exceed the maximum for patrolman.

The merit increases within this plan will be determined in accordance with the following schedule:

<u>Base Compensation</u> <u>% of Maximum</u>	<u>Marginal Performance</u> <u>Merit Increment</u> <u>% of Remaining</u>	<u>Satisfactory Performance</u> <u>Merit Increment</u> <u>% of Remaining</u>	<u>Very Good Performance</u> <u>Merit Increment</u> <u>% of Remaining</u>	<u>Outstanding Performance</u> <u>Merit Increment</u> <u>% of Remaining</u>
70% - 81.9%	10%	15%	17.5%	20%
82% - 90.8%	15%	20%	22.5%	25%
90.9% - 95.9%	20%	25%	30%	35%
96% - Maximum	25%	30%	40%	50%

Merit increases will be granted on January 1, 1980 upon recommendation of the Chief of Police. C.O.L. adjustments will not be included in the base compensation for the merit calculation.

On January 1, 1980, each employee will have added to the annual compensation a cost of living adjustment to be determined as follows:

For each .4 point rise in the revised consumer price index as of October, 1979, all items, Philadelphia area, 1967=100, as promulgated by the Bureau of Labor Statistics, U. S. Department of Labor, over the October, 1978 figure of 198.9, \$20.80 will be added to annual compensation. This will be paid throughout 1980, but will not increase the base pay of the Pay Plan.

This calculation (C.O.L.) and adjustment will be repeated for effect on January 1, 1981 throughout the second year of the contract.

#### ARTICLE FOURTEEN

##### PERSONAL DAYS

Effective as of the signing of this Agreement, the "Township" shall give each employee two (2) personal days that the employee can take off at his discretion, with approval of the Chief of Police, with no loss of pay, holiday time, vacation time, or sick time.

Any personal days not taken by the end of the year will be added to the employee's sick leave accumulation. Personal days will not be paid in cash if not taken, nor accumulate as personal days from year to year.

#### ARTICLE FIFTEEN

##### EDUCATION INCENTIVE

###### A. Tuition Cost

For the purpose of encouraging police personnel to continue their

education, the Township will reimburse employees 50% of the cost of tuition for enrollment in courses leading to degrees in law enforcement. These will be approved courses in recognized law enforcement curriculum such as Trenton State or Rider College.

B. Textbook Cost

The Township will also pay for the required texts for the recognized courses which will become the property of the Township and part of the Criminal Justice Library in the Police Department.

C. Pay Increases

Upon completion of requirements an award of an Associates Degree or equivalent number of credits in a bachelors program in law enforcement, the Township will add \$350.00 to the base pay of the superior officer.

Upon completion of requirements and award of a Bachelors Degree in law enforcement, the Township will add \$700.00 to the base pay of the superior officer.

D. Approval of Enrollment in Program

All courses to be taken relative to this program must have the prior approval of the Chief of Police. This is to accommodate reimbursement procedures and enable proper scheduling to minimize potential work-class conflicts.

ARTICLE SIXTEEN

REGULAR WORK PERIOD

The regular work period is defined as a four (4) week cycle consisting of one hundred-sixty (160) hours per cycle.

ARTICLE SEVENTEEN

OVERTIME AND COMPENSATORY TIME

A. Overtime Pay

Superior officers are exempt from overtime pay. As supervisory employees the compensation in the base salary will cover the total requirements of their jobs, including overtime. This factor has been considered in the factoring of this position in the Pay Plan and it is agreed that a 20% differential between patrolman maximum and sergeant maximum will be maintained.

B. Compensatory Time

Definition: Compensatory Time is time off from work, during normal work hours, for extra hours of work, (hours exceeding 8 hours in a day) required in the performance of an exempt employee's duties, when authorized by the Police Chief.

1. Procedure: Compensatory Time shall be credited on an hour for hour basis, since extra compensation is already included in the factoring for exempt employees. The maximum amount of compensatory time that can be earned and taken in any year is 40 hours, or five full working days.

2. Only time documented on the bi-weekly pay sheets approved by the Administrator will be eligible for compensatory time off.

3. Compensatory time will not be cumulative from year to year.

4. Compensatory time off will be applied for, 48 hours in advance,

on the regular Township Leave Request Form.

5. Compensatory time should be taken as soon after the occurrence of extra hours of work as is reasonable (within three months).

6. No pay will be given, upon retirement or termination of employment, for any unused compensatory time credit.

7. Compensatory time will normally be granted in partial day or single day units. It is not to be accumulated to extend vacation or annual leave.

## ARTICLE EIGHTEEN

### SCHEDULE

It is recognized that the determination of the work schedule is the prerogative of the Chief of Police or his representative.

## ARTICLE NINETEEN

### UNIFORM AND EQUIPMENT MAINTENANCE AND REPLACEMENT

#### A. Supply

All uniforms and equipment shall be supplied to all employees by the Township at no expense to the employee.

#### B. Maintenance

All cleaning, maintenance, and repair of uniforms and equipment shall be supplied by the Township at no expense to the employee.

#### C. Replacement

Replacement of uniforms or equipment due to normal wear or job-related incidents shall be done by the Township at no expense to the employee. Such equipment or uniforms to be replaced shall be done so by turning same into the Chief of Police or his representative. The turning in and replacement of items shall be done as quickly as possible.

## ARTICLE TWENTY

### DETECTIVE CLOTHING REPLACEMENT PROGRAM

The Township recognizes that the officer assigned to perform the Detective duties, will be required to wear his personal street-business clothing while performing his assigned duties. The Township agrees to reimburse the assigned Detective annually for the general wear resulting from his daily wearing of his personal street-business clothing in the performance of Township business. In an effort to provide a fair and equitable reimbursement, the Township agrees: Upon presentation of purchase slips for new clothing, the assigned Detective will be allowed reimbursements up to but not exceeding \$300.00 annually. Additionally, any unused portion of uniform allotment may be used for this purpose.

It is further agreed that emergency replacement may be authorized by the Chief of Police, for articles of street-business clothing damaged during the performance of duty during an emergency or assigned duty at anytime during the year.

ARTICLE TWENTY ONE

SCHEDULE CHANGES

The assignment of employees to the schedules developed by the Chief of Police or his representative, is recognized to be the prerogative of the Chief of Police or his representative.

Under normal working conditions, an employee will be notified five (5) days before any change.

ARTICLE TWENTY TWO

FALSE ARREST INSURANCE

The Township shall purchase and maintain insurance coverage on behalf of each employee against any expenses incurred in any proceeding and any liabilities asserted against said employees in their capacities as a member of the Police Department of the Township of Hopewell, County of Mercer,

Such insurance coverage shall include protection and indemnification concerning claims or actions in the nature of "false arrest" or malfeasance against said employee. The Township shall not insure nor be liable for punitive damages awarded due to wanton and willful acts on the part of said employee. This insurance contract coverage shall be approved by the "Township" and the "Association".

ARTICLE TWENTY THREE

CONSISTENCY IN BENEFITS

It is further agreed that any changes in the following benefit provisions in the Contract with the Hopewell Township Police Association will also apply to the provisions covering these benefit provisions in this contract.

Sick Leave  
Special Leave  
Insurance Protection  
Annual Leave  
Personal Days  
Education Incentive  
Uniform and Equipment Maintenance & Replacement  
Departmental Scheduled Off Duty Activities

ARTICLE TWENTY FOUR

MEETING PLACE

The "Township" shall permit the "Association" to use the Township building for its meetings.

ARTICLE TWENTY FIVE

MUTUAL RECOGNITION OF EXISTING OBLIGATIONS AND CONDITIONS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the Township Ordinances and Rules and Regulations of the Police Department of the Township enforced on said date shall continue to be so applicable during the terms of this Agreement.

Unless otherwise provided in this Agreement, it is recognized to be the prerogative of the Chief of Police or his representative, to add as the situation demands, additional Rules and Regulations, changes or additional Special or General Orders, so long as the intent of these additional orders and/or Rules and Regulations including Personnel Orders, are not to abrogate the terms of this Agreement entered into by both parties of this contract.

#### ARTICLE TWENTY SIX

##### SAVING CLAUSE

In the event that any provisions of this Agreement shall be finally determined to be in violation of any applicable law or regulation, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement.

#### ARTICLE TWENTY SEVEN

##### SPECIAL DUTY ACTIVITIES

In those instances where provision is made with and through the Department to secure the services of a regular police officer during off-hours, said police officer shall be deemed to be acting in his official capacity and shall be assigned in accordance with the Special Duty Policy of the Department.

Remuneration for said duty shall be made through the municipality and shall be paid by the second pay date which shall fall after the completion of said duty.

Scheduling for said duty shall be on a rotating seniority basis.

Compensation shall be computed on the officer's regular hourly rate.

TOWNSHIP OF HOPEWELL  
AND  
HOPEWELL TOWNSHIP POLICE SUPERIOR OFFICERS

TENTATIVE APPROVAL

Tentative approval is hereby given to this agreement as heretofore set forth. This tentative approval is subject to the final approval of the Township Committee and the members of the Association, before this document will be finally executed.

William E. Seay  
For the Association

Date: January 4, 1980

H. Steven Wood  
For the Township

Date: January 4, 1980

FINAL APPROVAL

This certifies that the designated governing powers have authorized execution of this Agreement in final form.

William E. Seay  
For the Association

Date: January 4, 1980

Anna Hillman  
Mayor

Anna Hillman  
Township Clerk

I, Anna Hillman, Clerk of the Township of Hopewell, County of Mercer, do hereby certify the foregoing Hopewell Township Police Superior Officers Agreement was adopted on December 17, 1979 and amended on January 14, 1980 by the Hopewell Township Committee.

(SEAL)

Anna Hillman  
ANNA HILLMAN  
TOWNSHIP CLERK